

Exhibit 1

April 12, 2002

Sent Via Electronic and Certified U. S. Mail

Jerry Watts
Vice President Regulatory Affairs
ITC^DeltaCom, Inc.
700 Boulevard South
Huntsville, AL 35802

Dear Jerry,

This letter serves to notify ITC^DeltaCom of BellSouth's desire not to extend the six Interconnection Agreements that exist between the Parties as requested verbally by ITC^DeltaCom. The current Interconnection Agreements are outdated and need substantial changes to make them compliant with the current state of the law and BellSouth's current practices. As such, BellSouth believes that the Agreements should be renegotiated in full. The Agreements at issue are scheduled to expire on December 31, 2002. Pursuant to Section 1.2 of all existing Agreements and in compliance with Section 251(c)(1) of the Communications Act of 1934, as amended ("Act"), BellSouth is hereby documenting the need for renegotiations between ITC^DeltaCom and BellSouth. With this letter, good-faith negotiations shall officially commence between BellSouth and ITC^DeltaCom to enter into a new interconnection agreement(s).

This letter is intended to fulfill BellSouth's notification obligation set forth in the Agreement. To facilitate the negotiation process, a copy of the BellSouth Standard Interconnection Agreement is being sent to you electronically. A copy of the BellSouth Standard Interconnection Agreement is also on the BellSouth web site at www.interconnection.bellsouth.com. Once you have had an opportunity to review the proposed agreement, please forward your questions via fax or e-mail to my attention.

BellSouth looks forward to working with ITC^DeltaCom in reaching a mutually agreeable Interconnection Agreement. Should you have questions regarding this letter or relative to BellSouth's Standard Interconnection Agreement, please do not hesitate to call me at 404-927-1374.

Sincerely,

Michelle Culver
Manager-Interconnection Services Marketing

Cc: Nanette Edwards, ITC^DeltaCom
Senior Manager – Industry Relations, ITC^DeltaCom
Parkey Jordan, BellSouth
Rhona Reynolds, BellSouth
Pat Finlen, BellSouth

Attachment 2

Network Elements and Other Services

- 3.2.14.3 <<customer_name>> shall inform its end users to direct data problems to <<customer_name>>, unless both voice and data services are impaired, in which event the end users should call BellSouth.
- 3.2.14.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the Loop.
- 3.2.14.5 Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to <<customer_name>>, BellSouth will notify <<customer_name>>. <<customer_name>> will provide no more than two (2) verbal connecting facility assignments (CFA) pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, <<customer_name>> will provide BellSouth an LSR with the new CFA pair information within 24 hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue <<customer_name>>'s access to the High Frequency Spectrum on such loop. BellSouth will not be responsible for any loss of data as a result of this action.

4 Local Switching

- 4.1 BellSouth shall provide non-discriminatory access to local circuit switching capability and local tandem switching capability on an unbundled basis, except as set forth in the Sections below to <<customer_name>> for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to <<customer_name>> for the provision of a telecommunications service only in the limited circumstance described below in Section 4.5.

4.2 Local Circuit Switching Capability, including Tandem Switching Capability

- 4.2.1 Local circuit switching capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; (C) switching provided by remote switching modules; and (D) all features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch. Any

features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process.

- 4.2.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for <<customer_name>> when <<customer_name>> serves an end-user with four (4) or more voice-grade (DS-0) equivalents or lines served by BellSouth in one of the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.
- 4.2.3 In the event that <<customer_name>> orders local circuit switching for an end user with four (4) or more DS0 equivalent lines within Density Zone 1 in an MSA listed above, BellSouth shall charge <<customer_name>> the market based rates in Exhibit B for use of the local circuit switching functionality for the affected facilities. If a market rate is not set forth in Exhibit B, such rate shall be negotiated by the Parties.
- 4.2.4 Unbundled Local Switching consists of three separate unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.
- 4.2.5 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to <<customer_name>>'s end user local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.
- 4.2.6 Provided that <<customer_name>> purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an <<customer_name>> local end user, or originated by a BellSouth local end user and terminated to an <<customer_name>> local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge <<customer_name>> the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and <<customer_name>> shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.
- 4.2.7 Where <<customer_name>> purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will

consider as local those direct dialed telephone calls that originate from an <<customer_name>> end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge <<customer_name>> the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and <<customer_name>> shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

- 4.2.8 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill <<customer_name>> the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate.

4.2.9 **Unbundled Port Features**

- 4.2.9.1 Charges for Unbundled Port are as set forth in Exhibit B, and as specified in such exhibit, may or may not include individual features.

- 4.2.9.2 Where applicable and available, non-switch-based services may be ordered with the Unbundled Port at BellSouth's retail rates.

- 4.2.9.3 Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process.

- 4.2.9.4 BellSouth will provide to <<customer_name>> selective routing of calls to a requested Operator System platform pursuant to Section 10 of Attachment 2. Any other routing requests by <<customer_name>> will be made pursuant to the BFR/NBR Process as set forth in Attachment 12.

4.2.10 **Provision for Local Switching**

- 4.2.10.1 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.

- 4.2.10.2 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.

- 4.2.10.3 BellSouth shall perform manual call trace and permit customer originated call trace. BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
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UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	OSS Rates(\$)			
													SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	21.63	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		34.29									
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
4-WIRE ANALOG VOICE GRADE LOOP																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	42.17	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		34.29									
	CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
2-WIRE ISDN DIGITAL GRADE LOOP																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	22.22	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	29.02	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37.95	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		34.29									
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.77	44.22					20.35	10.54	13.32	13.32
2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	22.22	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	29.02	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	37.95	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
	CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO		91.77	44.22					20.35	10.54	13.32	13.32
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	13.82	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	18.05	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	23.60	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		34.29									
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 1	I	1	UAL	UAL2W	13.82	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2	I	2	UAL	UAL2W	18.05	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3	I	3	UAL	UAL2W	23.60	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 4		4	UAL	UAL2W											
	Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		34.29									
	CLEC to CLEC Conversion Charge without outside dispatch	I		UAL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10.83	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	14.15	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18.50	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL2W	10.83	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL2W	14.15	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL2W	18.50	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
	CLEC to CLEC Conversion Charge without outside dispatch	I		UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																

[illegible][illegible]

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect						
												OSS Rates(\$)			
												SOMECH	SOMAN	SOMAN	SOMAN
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.															
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	303.61	15.74					19.99	19.99	
System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) in GA, KY, LA, MS & TN Only															
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fee Activation - New GA, LA, KY, MS, &TN Only			UEPMG	VUMD4	0.00	704.68	441.48	138.36	16.41			19.99		
Bipolar 8 Zero Substitution															
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	590.00							
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	590.00							
Alternate Mark Inversion (AMI)															
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00							
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00							
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port Exchange Ports															
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.79	0.00	0.00	0.00	0.00			30.89	7.03	
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.79	0.00	0.00	0.00	0.00			30.89	7.03	
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.79	0.00	0.00	0.00	0.00			30.89	7.03	
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	8.97	0.00	0.00	0.00	0.00			30.89	7.03	
Feature Activations - Unbundled Loop Concentration															
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.66	23.94	12.64	3.82	3.80			30.89	7.03	
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.66	73.67	17.37	54.09	10.57			30.89	7.03	
Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00							
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00							
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00							
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00							
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00							
Local Number Portability															
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00							
FEATURES - Vertical and Optional															
Local Switching Features Offered with Line Side Ports Only															
	All Features Available			UEPPX	UEPVF	0.00	0.00	0.00							
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES															
Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.															
These scenarios include:															
1. Unbundled port/loop combinations that are Not Currently Combined in Alabama, Florida and North Carolina.															
2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DS0 equivalent lines.															
The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).															
BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in AL, FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.															
The Market Rate for unbundled ports includes all available features in all states.															
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).															
For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.															
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			26.48									
	2-Wire VG Loop/Port Combo - Zone 2		2			30.31									
	2-Wire VG Loop/Port Combo - Zone 3		3			35.32									
UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	12.48									

UNBUNDLED NETWORK ELEMENTS - Tennessee											Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2 Incremental Charge - Manual Svc Order vs. Electronic-1st	Exhibit: B Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					OSS Rates(\$)					
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	21.32										
	2-Wire Voice Grade Line Port (Res)															
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res			UEPRX	UEPAQ	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)			UEPRX	UEPAK	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)			UEPRX	UEPAL	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)			UEPRX	UEPAM	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)			UEPRX	UEPAN	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)			UEPRX	UEPAO	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	14.00	90.00	90.00					30.89	7.03		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
	FEATURES															
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00					30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPRX	USAC2		41.50	41.50					30.89	7.03		
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPRX	USACC		41.50	41.50					30.89	7.03		
	ADDITIONAL NRCs															
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2	0.00	0.00	0.00					30.89	7.03		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			26.48										
	2-Wire VG Loop/Port Combo - Zone 2		2			30.31										
	2-Wire VG Loop/Port Combo - Zone 3		3			35.32										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	16.31										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	21.32										
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus			UEPBX	UEPAV	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)			UEPBX	UEPAC	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)			UEPBX	UEPAD	14.00	90.00	90.00					30.89	7.03		
	2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)			UEPBX	UEPAE	14.00	90.00	90.00					30.89	7.03		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
	FEATURES															
	All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00					30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPBX	USAC2		41.50	41.50					30.89	7.03		

Exhibit 2

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY**

In Re:)	
)	
Petition for Arbitration of ITC^DeltaCom)	Docket No. _____
Communications, Inc. with BellSouth)	
Telecommunications, Inc. Pursuant to the)	
Telecommunications Act of 1996)	

PETITION FOR ARBITRATION OF ITC^DELTACOM

A. INTRODUCTION

1.

COMES NOW, ITC^DeltaCom Communications, Inc., d/b/a ITC^DeltaCom (hereinafter "ITC^DeltaCom") by its undersigned attorneys, pursuant to Section 252(b) of the Communications Act of 1934, as amended in 1996 (the "Act")¹ and hereby petitions the Tennessee Regulatory Authority ("TRA") to arbitrate certain unresolved issues in the interconnection negotiations between ITC^DeltaCom and BellSouth Telecommunications, Inc. ("BellSouth").

2.

ITC^DeltaCom requests that the TRA invoke its authority to conduct an evidentiary hearing concerning the issues identified herein and any other unresolved issues as the TRA may deem appropriate and that ITC^DeltaCom be granted the right to conduct discovery on BellSouth's positions in advance of such hearing.² In support of this Petition, and in accordance with 252(b) of the Act, ITC^DeltaCom states as follows:

¹ See 47 U.S.C. § 252(b).

² ITC^DeltaCom requests that a schedule be established for the filing of testimony, exhibits, discovery requests, and responses thereto.

ITC^DeltaCom Position:

The rates should be as specified in Attachment 11. The existing contract required such Performance Data.

BellSouth Position:

Unclear. BellSouth is reviewing this issue.

36.

Issue 25: Provision of ADSL Where ITC^DeltaCom is the UNE-P local provider (Att. 2 – 8.4)

Statement of the Issue:

Should BellSouth continue providing the end user ADSL service where ITC^DeltaCom provides UNE-P local service to that same end user on the same line?

ITC^DeltaCom Position:

Yes. BellSouth should not be permitted to tie local service to its ADSL service.

BellSouth Position:

No.

37.

Issue 26: Local Switching – Line Cap & Other restrictions (Att. 2 – 9.1.3.2; 9.1.2)

Statement of the Issues:

Is the line cap on local switching in certain designated MSAs only for a particular customer at a particular location? Should the Agreement include language that prevents BellSouth from imposing restrictions on ITC^DeltaCom's use of local switching? Should BellSouth provide local switching at market rates where it is not required to provide local switching as a UNE? What should be the market rate?

ITC^DeltaCom Position:

The existing contract language states that the four line cap only applies to a single physical end user location with four or more DSO equivalent lines. The existing agreement states that except as otherwise required, BellSouth will not impose restrictions on ITC^DeltaCom's use of local switching unless BellSouth can demonstrate harm to its network.

BellSouth Position:

No. BellSouth wants to aggregate locations.

38.

Issue 27: Treatment of Traffic associated with Unbundled Local Switching but using ITC^DeltaCom's CIC (Att. 2 - 9.1.7)

Statement of the Issue:

Should calls originated by an ITC^DeltaCom end user or BellSouth end user and terminated to either ITC^DeltaCom or BellSouth be treated as local if the call originates and terminates within the LATA ?

ITC^DeltaCom Position:

If ITC^DeltaCom is using UNEP to serve a customer, ITC^DeltaCom wants the local calling area to the entire LATA if the call originates and terminates within the LATA.

BellSouth Position:

No.

39.

Issue 28: Local Switching (Att. 2 - 9.1.3- 9.1.63)

Statement of the Issue:

Should the existing language regarding local switching and other issues be maintained?

ITC^DeltaCom Position

Yes. ITC^DeltaCom wants to keep the language regarding local switching and other issues in the existing contract.

BellSouth Position

BellSouth believes this language is redundant.

40.

Issue 29: AIN Triggers (Att. 2 – 9.1.4.16)

Statement of the Issues:

Should BellSouth offer AIN triggers on a stand alone basis via ITC^DeltaCom's interconnected STPS?

ITC^DeltaCom Position:

ITC^DeltaCom should be able to have its own AIN platform and receive or exchange AIN triggers with BellSouth.

BellSouth Position:

Unknown.

Combinations

41.

Issue 30: Provision of Combinations (Att. 2 – 1.3; 1.7)

Statement of the Issue:

Should BellSouth be required to provide combinations if they are technically feasible?
Should BellSouth be required to provide ITC^DeltaCom the same conditions for network elements and combinations that BellSouth has provided to other carriers? What terms and conditions should apply to the provisions of combinations?

Exhibit 3



BellSouth Telecommunications, Inc.

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Nashville, TN 37201-3300

joelle.phillips@bellsouth.com

March 4, 2003

Joelle J. Phillips
Attorney

615 214 6311

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TN REGULATORY AUTHORITY
DOCKET ROOM

VIA HAND DELIVERY

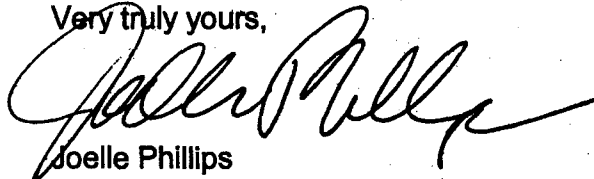
Hon. Sara Kyle, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with
BellSouth Telecommunications, Inc. Pursuant to the
Telecommunications Act of 1996
Docket No. 03-00119

Dear Chairman Kyle:

Enclosed are the original and fourteen copies of BellSouth's Response to ITC^DeltaCom Communications, Inc.'s Petition for Arbitration. This filing includes BellSouth's Issues Matrix. The parties are continuing negotiations but have not to date been able to reach an agreement regarding a joint issues matrix. Copies of the enclosed are being provided to counsel of record.

Very truly yours,



Joelle Phillips

ch

resolved, as well as those that are unresolved.² The petitioning party must submit along with its petition "all relevant documentation concerning: (1) the unresolved issues; (2) the position of each of the parties with respect to those issues; and (3) any other issues discussed and resolved by the parties."³ A non-petitioning party to a negotiation under this section may respond to the other party's petition and provide such additional information as it wishes within 25 days after a commission receives the petition.⁴ The 1996 Act limits a commission's consideration of any petition (and any response thereto) to the unresolved issues set forth in the petition and in the response.⁵

Through the arbitration process, a commission must resolve the unresolved issues ensuring that the requirements of Sections 251 and 252 of the 1996 Act are met. The obligations contained in those sections of the 1996 Act are the obligations that form the basis for negotiation, and if negotiations are unsuccessful, then form the basis for arbitration. Issues or topics not specifically related to these areas are outside the scope of an arbitration proceeding. Once a commission has provided guidance on the unresolved issues, the parties must incorporate those resolutions into a final agreement to be submitted to a commission for approval.⁶

² See generally, 47 U.S.C. §§ 252 (b)(2)(A) and 252 (b)(4).

³ 47 U.S.C. § 252(b)(2).

⁴ 47 U.S.C. § 252(b)(3).

⁵ 47 U.S.C. § 252(b)(4).

⁶ 47 U.S.C. § 252(a).

BellSouth and DeltaCom previously entered into an Interconnection Agreement ("Agreement"). That Agreement has now expired. Although BellSouth and DeltaCom negotiated in good faith as to the terms and conditions for a new Agreement, the parties have been unable to reach agreement on some issues. As a result, DeltaCom filed this Petition. BellSouth responds below to each of the separately numbered paragraphs of DeltaCom's Petition:

A. INTRODUCTION

1. No response to the allegations in Paragraph 1 of the Petition is required by BellSouth.

2. BellSouth admits the allegations in Paragraph 2 of the Petition, to the extent that the issues raised by DeltaCom are appropriate for arbitration under the 1996 Act. As to footnote 2 in Paragraph 2 of the Petition, BellSouth has no objection to a status conference or procedural schedule.

B. STATEMENT OF FACTS

3. BellSouth lacks information sufficient to form a belief as to the allegations in Paragraph 3 of the Petition. Those allegations, therefore, are denied.

4. In response to Paragraph 4 of the Petition, BellSouth denies that it is "a monopoly bottleneck provider of local exchange services". BellSouth admits the remaining allegations in Paragraph 4 of the Petition.

5. BellSouth admits the allegations in Paragraph 5 of the Petition. Further, BellSouth agrees that the parties have been engaged in good faith negotiations over many sessions and have resolved a number of issues. BellSouth agrees that this arbitration proceeding was timely filed.

6. BellSouth denies the allegations in Paragraph 6 of the Petition to the extent that DeltaCom asks the Authority to approve the proposed interconnection agreement attached to DeltaCom's Petition. Further, the proposed interconnection agreement filed by DeltaCom should be rejected by the Authority, as that proposed interconnection agreement has language (purporting to be agreed language) that was added by DeltaCom without the consent or knowledge of BellSouth. BellSouth assumes this mistake was inadvertent, but stresses the importance of the Authority using the interconnection agreement that is maintained by BellSouth and reflects the most recent status of negotiations. BellSouth's proposed interconnection agreement is attached to this Response as Exhibit "A". No additional response to the allegations in Paragraph 6 of the Petition is required by BellSouth.

7. Paragraph 7 of the Petition requires no response from BellSouth.

C. JURISDICTION

8. BellSouth avers that the referenced provisions of the 1996 Act speak for themselves and require no response from BellSouth. Any remaining allegations in paragraph 8 of the Petition are denied

9. BellSouth admits the allegations in Paragraph 9 of the Petition.

D. DESIGNATED CONTACTS

10. Paragraph 10 of the Petition requires no response from BellSouth.

E. ISSUES FOR ARBITRATION

11-82. In those instances where the Parties have not agreed to language on any rate, term or condition, BellSouth respectfully requests that the Authority order language consistent with that found in BellSouth's proposed interconnection agreement. To the extent any of the open issues identified in the Petition are not ultimately resolved by the Parties, BellSouth reserves the right to set forth positions and file testimony on any such issue. BellSouth denies that this section (§ 11-82) of the Petition sets forth BellSouth's position in a complete or accurate manner. Consistent with § 252(b)(3) of the 1996 Act, BellSouth prepared an Issues Matrix that sets forth a summary of BellSouth's positions on the unresolved issues identified by DeltaCom in the Petition.⁷ To the extent an issue has been resolved, it is so reflected in BellSouth's Issues Matrix, a copy of which is attached hereto as Exhibit "B". BellSouth denies any remaining allegations in paragraphs 11-82 of the Petition.

⁷ BellSouth has set forth the Statement of the Issues and DeltaCom's positions consistent with the manner in which they appear in DeltaCom's Petition. However, this does not mean that BellSouth agrees to DeltaCom's description of the issues, many of which are set forth in a completely self-serving manner to DeltaCom and are inconsistent with DeltaCom's position statements. BellSouth will attempt to negotiate an agreed-to joint issues list with DeltaCom. If those negotiations are unsuccessful, BellSouth intends to seek leave to file a unilateral issues list at a later date.

F. TIMING AND PROCESS

83. BellSouth has no objection to a status conference or mediation. Any remaining allegations in paragraph 83 of the Petition are denied.

G. STANDARD OF REVIEW

84. BellSouth avers that the referenced provisions of the 1996 Act speak for themselves and require no response from BellSouth. Any remaining allegations in paragraph 84 of the Petition are denied.

85. BellSouth avers that the referenced provisions of the 1996 Act speak for themselves and require no response from BellSouth. Any remaining allegations in paragraph 85 of the Petition are denied.

86. BellSouth avers that the referenced provisions of the 1996 Act speak for themselves and require no response from BellSouth. Any remaining allegations in paragraph 86 of the Petition are denied.

87. BellSouth avers that the referenced provisions of the 1996 Act speak for themselves and require no response from BellSouth. Any remaining allegations in paragraph 87 of the Petition are denied.

88. BellSouth avers that the referenced provisions of the 1996 Act speak for themselves and require no response from BellSouth. Any remaining allegations in paragraph 88 of the Petition are denied.

H. CONCLUSION

89. BellSouth denies the allegations in paragraph 89 of the Petition. BellSouth affirmatively avers that the Authority should reject DeltaCom's

Exhibit 4



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T.R.A. DOCKET ROOM
July 2, 2003

Guy M. Hicks
General Counsel

615 214 6301
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VIA HAND DELIVERY

Hon. Deborah Taylor Tate, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with
BellSouth Telecommunications, Inc. Pursuant to the
Telecommunications Act of 1996
Docket No. 03-00119

Dear Chairman Tate:

Enclosed are the original and fourteen copies of BellSouth's Motion to Remove
Issues from DeltaCom's Petition for Arbitration. Copies of the enclosed are being
provided to counsel of record.

Very truly yours,

Guy M. Hicks

GMH:ch

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In Re: *Petition for Arbitration of ITC^DeltaCom Communications, Inc.
with BellSouth Telecommunications, Inc. Pursuant to the
Telecommunications Act of 1996*

Docket No. 03-00119

**BELLSOUTH TELECOMMUNICATIONS, INC.'S
MOTION TO REMOVE ISSUES FROM ITC^DELTACOM
COMMUNICATIONS, INC.'S PETITION FOR ARBITRATION**

BellSouth Telecommunications, Inc. ("BellSouth") respectfully moves the Tennessee Regulatory Authority ("Authority") to remove certain issues raised by ITC^DeltaCom Communications, Inc. ("DeltaCom") in its Petition for Arbitration ("Petition").

On February 7, 2003, DeltaCom filed its Petition raising 71 issues, many of which had multiple subparts. A number of the Issues presented by DeltaCom have previously been addressed by the FCC and the Authority on a generic basis (Issue 9), or are more appropriately addressed in other dockets or forums, such as the Change Control Process ("CCP") previously endorsed by the FCC and the Authority, or are simply not appropriate for an arbitration under Section 252 of the Telecommunications Act of 1996 (Issues 6, 66, and 67). For the reasons set forth below, the Authority should remove Issues 9, 6, 66 and 67 from this arbitration proceeding.

DISCUSSION

ISSUE 9 - OSS Interfaces:

In this issue, DeltaCom appears to challenge the nondiscriminatory access standard applicable to BellSouth's provision of Operational Support Systems ("OSS"). This standard, and BellSouth's compliance with that standard, were the subject of extensive litigation in connection with FCC Docket No. 02-307¹ wherein the Authority provided its Advisory Opinion addressing BellSouth's application to provide long distance services in Tennessee. Based on the evidence presented by the parties in the state and federal 271 proceedings and the Authority's Advisory Opinion, the FCC concluded:

We find, as did the state commissions (FN omitted), that BellSouth provides nondiscriminatory access to its OSS and, thus, satisfies the requirements of checklist item 2. We find that the evidence presented in this record shows that BellSouth provides nondiscriminatory access to its OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing. We base this determination on BellSouth's actual performance in Florida and Tennessee.²

Apparently unhappy with the Authority's decision in the 271 Docket, DeltaCom now seeks to have the Authority, in the context of a two-party Section 252 Arbitration, impose a new set of standards and requirements on BellSouth's OSS, notwithstanding the fact that said OSS have already been

¹ FCC Docket No. 02-307; *Application by BellSouth Corporation, BellSouth Telecommunications, Inc. and BellSouth Long Distance, Inc. for Authorization to Provide In-Region, InterLATA Services in Florida and Tennessee.*

² FCC Memorandum and Order in Docket No. 02-307, Released December 19, 2002, at ¶ 67.

found by the Authority and FCC to be nondiscriminatory. The Authority should reject DeltaCom's attempt to rewrite the law and, instead, strike Issue 9 from this proceeding.

ISSUE 6 - Facility Check Information³:

ISSUE 66 - Testing of End-User Data:

ISSUE 67 - Availability of OSS Systems:

These issues all revolve around DeltaCom's attempt to circumvent BellSouth's Change Control Process ("CCP"), which is the process by which BellSouth communicates with Competitive Local Exchange Carriers ("CLECs") regarding, among other things, changes to the OSS. The CCP allows all CLECs to have a voice in upgrades to the OSS and in the priority in which OSS changes will be made. The CCP has an appeal procedure that allows CLECs to petition the Authority if they are aggrieved by an action taken (or not taken) by the CCP. The CCP was reviewed extensively by the Authority and the FCC during the 271 Docket. Based on the evidence presented by the parties in the state and federal 271 proceedings, and the Authority's Advisory Opinion, the FCC concluded:

We conclude, as did the state commissions, that BellSouth meets the requirements of checklist item 2 with regard to change management in Florida and Tennessee. (FN omitted.)

³ This issue initially impacts performance measurements, such as firm order confirmation ("FOC") timeliness. Therefore, the Authority would need to address any performance measurements impacts prior to this issue being submitted to the CCP. The Authority has an existing performance measurements docket (Docket No. 01-00193) to address this type of issue. Moreover, DeltaCom was a signatory to the Settlement Agreement in the 271 proceeding in Tennessee, wherein the parties agreed to adopt, until at least December 1, 2003, the SQM and SEEMs plans adopted by the Florida Public Service Commission in its February 14, 2002 Order. (See Order Approving Settlement Agreement, *BST Entry Into Long Distance (InterLATA) Service in Tennessee Pursuant to Section 271 of the Telecommunications Act of 1996*, Docket 97-00309, August 29, 2002.)

The record in this proceeding shows that Bellsouth's change control process, and its performance under this process, is comparable to, if not better than, BellSouth's performance in the *BellSouth Georgia/Louisiana Order* and the *BellSouth Multistate Order*. We have carefully scrutinized this process, heedful of the Department of Justice's attention to this issue.⁴

Clearly, the FCC and the Authority have endorsed the CCP as the vehicle for addressing modifications to BellSouth's OSS, including an appeal procedure for aggrieved CLECs. The CCP allows the CLEC community, as a whole, to determine (*i.e.*, rank) which OSS modifications are the most critical. Once all CCP participants agree to the ranking of modifications, BellSouth begins implementing the OSS modifications based on that ranking. DeltaCom seeks to avoid the FCC- and Authority-approved process by circumventing the rankings of the CLEC community.

In essence, if DeltaCom is allowed to bring any of these issues in this Section 252 Arbitration (and the Authority were to order BellSouth to implement any of the requested changes), then these issues will go to the top of the CCP modification list as a regulatory mandate and supplant the CLEC community's ranking. The Authority should not allow DeltaCom, or any single CLEC, to substitute its opinion for the will of the CLEC community. If DeltaCom is aggrieved by the ultimate decision of the CCP, DeltaCom can challenge that decision via the CCP established appeal procedure. These issues should be addressed in the CCP (or, as noted

⁴ FCC Memorandum and Order in Docket No. 02-307, Released December 19, 2002, at ¶ 110.

above, in the performance measurements docket) and stricken from this
Section 252 Arbitration.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

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CERTIFICATE OF SERVICE

I hereby certify that on July 2, 2003, a copy of the foregoing document was served on the parties of record, via the method indicated:

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

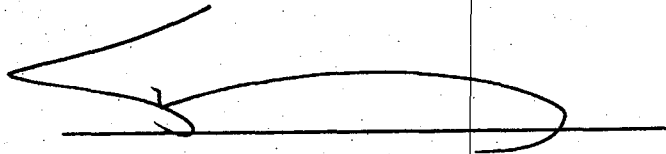
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David Adelman, Esquire
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A handwritten signature in black ink, appearing to be "David Adelman", written over a horizontal line.